

90-04254

202 - 2012

AGREEMENT FOR EASEMENT

AGREEMENT FOR EASEMENT, Made and entered into this 5th day of February, 1990, by and between Glenn Carpenter and Betty J. Carpenter DBA Pacific States Clearing Company, a Partnership and Wanda L. Coshow hereinafter called the first party, and Allen A. Kirk and Harry S. Criswell and Hobart Ayres, hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Deschutes County, State of Oregon, to-wit:

Tax Lot 1501 Section Three (3), Township Fifteen (15) South, Range Thirteen (13) East, Willamette Meridian. More particularly described as follows:

That portion of the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section Three (3), Township Fifteen (15) South, Range Thirteen (13) East, of the Willamette Meridian, Deschutes County, Oregon, lying East of the Easterly line of the Oregon Trunk Railway. EXCEPT the South five (5) feet thereof.

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party AN EASEMENT for the construction, use and maintenance of a private low pressure sanitary sewer line, which easement shall run in an East-West direction from the east property line of Tax Lot 1500 to the west property line of tax Lot 1500.

The northern boundary of said easement is an East/West line parallel to, and fifty five (55) feet north, of the center line of N. E. Negus County Road. The southerly boundary of said easement is the northerly boundary of the N. E. Negus County Road right-of-way.

This easement shall be appurtenant to and run with the following described properties:

PARCEL I -- A three hundred thirty (330) foot wide north/south strip of property on the western edge of Tax Lot 1600, Section three (3), Township fifteen (15) South, Range thirteen (13) East, Willamette Meridian in Deschutes County, Oregon more particularly described as follows:

Starting at the southwest corner of the southeast 1/4 of the southwest 1/4 of Section 3, Township 15 S, Range 13 E, Willamette Meridian, Deschutes County, Oregon, thence N 89° 48' 10" E a distance of 330.00 feet, thence N 00° 35' 37" E a distance of 1317.95 feet, thence S 89° 48' 04" W a distance of 330.00 feet, thence S 00° 35' 37" W a distance of 1317.95 feet to the point of beginning.

PARCEL II -- That portion of the North 1/2 of the Southwest 1/4 of Section 3, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon Lying East of the Oregon Trunk Railway

Glenn Carpenter and Betty J. Carpenter DBA Pacific States Clearing Company, a Partnership and Wanda L. Coshaw shall have the right to connect a compatible low pressure sewer system line, to the privately owned and operated sewer line within this easement, without payment of any sums to the owners, subject to excess capacity available beyond that capacity reserved for the Zirk/Criswell Ni-Lah-Sha Village project. The compatibility of the sewer systems and the available capacity shall be determined by a professional engineer licensed by the State of Oregon.

The management and administration of the sewer line during the existence of this easement shall be the responsibility of the second party.

The cost of normal "use-related" maintenance of the sewer line during the existence of this easement shall be the responsibility of those connected to it and shall be shared in proportion to the volume, in gallons/day, connected to it by each user, as determined by an engineer licensed in the State of Oregon. However, the first party will not be responsible for the cost of normal "use-related" maintenance on that portion of the sewer line "upstream" from their point of connection to the sewer line. Provided however, that the cost of necessary repairs due to "non sewer-use-related" physical damage will be the responsibility of the first party if the damage occurs on the property owned by the first party.

The second party shall have all rights of ingress and egress to and from said real estate (including the right from time to time, except as hereinafter provided, to cut trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall be perpetual, always subject, however, to the specific conditions, restrictions and considerations stated above.

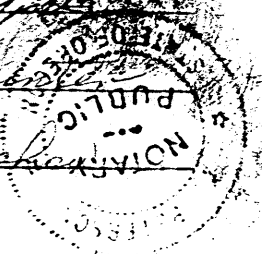
This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal affixed by an officer, duly authorized thereto by order of its board of directors.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.

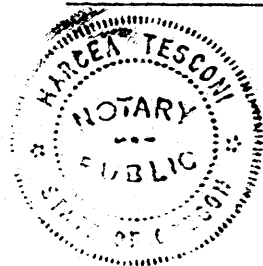
Dated _____, 1990

Glenn R. Carpenter
Betty S. Carpenter
Warren S. Carpenter



STATE OF OREGON)
 County of Deschutes) ss.

This instrument was acknowledged before me on
Feb. 5, 1990, by Glenn R.
Carpenter



Harce Tesconi
 Notary Public for Oregon

My commission expires: 7-24-90

Easement -- Carpenter et al. to Kirk et al. Page 3 of 3 Pages

✓ Allen A. Kirk
 6303 SW 40th Ave
 Portland 97221

STATE OF OREGON)
 COUNTY OF DESCHUTES) ss.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
 RECORDER OF CONVEYANCES, IN AND FOR SAID
 COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT WAS RECORDED THIS DAY:

90 FEB 15 AM 9:53

MARY SUE PENHOLLOW
 COUNTY CLERK

DEPUTY

90-04254

FEE 50

DESCHUTES COUNTY OFFICIAL RECORDS

STATE OF OREGON,

County of

Cook

} ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 20th day of February, 1973, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Wanda L. Cotton

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon,
My Commission expires 1-20-73

INDIVIDUAL ACKNOWLEDGMENT

~~202~~ 2016
7/6 19 90

STATE OF OREGON

County of

Washington) ss

Personally appeared the above-named Betty J. Carpenter
and acknowledged the foregoing instrument to be her voluntary act. Before me:

Official Seal

Chris McMullen
Notary Public for Oregon

My commission expires 3-31-92

5-2893 12/74